

AGREEMENT
BETWEEN

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9/1/03 - 8/31/08
41 pgs.

THE SCHOOL DISTRICT OF
PHILADELPHIA

AND THE

SCHOOL CAFETERIA EMPLOYEES
LOCAL NO. 634

HOTEL AND RESTAURANT EMPLOYEES
UNION, AFL-CIO

FOOD SERVICE EMPLOYEES

NOON-TIME AIDES

SEPTEMBER 1, 2003

TO

AUGUST 31, 2008

We are pleased to present you with this collective bargaining agreement as a member of Local 634. This contract is a result of the collective bargaining between the Union and the School District of Philadelphia.

Please familiarize yourself with it and keep it for future reference. As always, if any help is needed, questions are formed or you desire more information about this contract, this is your union. Please do not hesitate to contact us. Contact the Union at:

SCHOOL CAFETERIA EMPLOYEES, LOCAL NO. 634
an affiliate of UNITE HERE
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Agreement made and entered into on the 21st day of April, 2004, by and between the School Reform Commission of the School District of Philadelphia (hereafter referred to as the "CEO") and School Cafeteria Employees, Local #634, Hotel and Restaurant Employees Union, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, by resolution duly adopted by the Board of Education on August 8, 1966, the Superintendent is duly authorized to bargain collectively concerning the matters set forth in said resolution; and

WHEREAS, pursuant to the procedure designated in said Board of Education resolution, the Superintendent did designate the Union as the exclusive bargaining agent for the Employees hereinafter referred to;

WHEREAS, The Board of Education, the School Reform Commission ("SRC"), the Chief Executive Officer of the School District, the Superintendent and the union agree that the welfare of the children of the Philadelphia Public Schools is paramount in the operation of the schools and will be promoted by both parties; and

WHEREAS, pursuant to Section 696(i) of the Pennsylvania Public School Code and the declaration of financial distress issued by the Secretary of Education, the School Reform Commission ("SRC") is authorized to bargain collectively concerning matters involving employees of the School District of Philadelphia; and

WHEREAS, it is the desire of both parties to this Agreement to bargain collectively with regard to wages, hours and working conditions consistent with the School Reform Commission's obligations under the law;

NOW THEREFORE, for and in consideration of the covenants herein contained, with intent to be legally bound hereby, the parties hereto mutually agree as follows:

ARTICLE I MANAGEMENT RIGHTS

Section 1. The Board of Education and the Superintendent and/or the CEO and SRC, and their representatives and designees, shall have control over the management, direction and operation of the Food Services of the School District, including but not limited to the employment, classification and the initial or subsequent assignment of employees, the suspension or dismissal of employees for cause and the making of rules and regulations for the management and operation of the Food Services, including the choice of machinery and equipment and the methods of performing the work and duties in said Department. All rights and powers conferred upon the Board of Education and/or the CEO and SRC by the laws of the Commonwealth of Pennsylvania and the Philadelphia Home Rule Charter are reserved to them. To the extent that this Agreement is in conflict with any regulation, resolution or bulletin covering the same working conditions, this Agreement shall prevail.

It is acknowledged and expressly agreed by the Union that any and all statutory and/or other inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Board of Education and/or the SRC, including but not limited to the right to hire, discipline, suspend, discharge, reprimand or otherwise discipline employees for cause, layoff, promote, transfer, direct, recall and assign its employees, to promulgate and amend work rules and practices that do not violate the express provisions of this Agreement, to determine services to be rendered, to maintain efficiency of operations, to determine the number of hours and shifts to be worked, to contract out, close or relocate operations or portions of operations, and to take whatever action is either necessary or advisable to determine, manage and fulfill the SRC's mission whether or not possessed or exercised by the District prior to the execution of this Agreement.

This listing of managerial rights is not intended to be exhaustive but merely illustrative. Furthermore, this Article is not intended to be nor shall it be considered a restriction of or a waiver of any of the rights of the Board of Education and/or the SRC not listed and not specifically surrendered in this Agreement whether or not such rights have been exercised in the past. It is expressly agreed by the Union that the Board of Education's and/or the SRC's ability to manage and control the operations of the School District is limited only to the extent that there is a provision of this Agreement which expressly limits a management prerogative.

Section 2. Any provision of this Agreement to the contrary notwithstanding, no provision of the Agreement shall be construed as limiting the SRC's, CEO's or the School District's authority or managerial prerogative.

Section 3. The Parties agree that all procedures conducted under this Agreement will be done in a respectful manner by all concerned.

Section 4. If the School District exercises its right to subcontract during the course of this Agreement and such subcontracting results in the layoff of any food service workers, the School District shall provide thirty (30) days notice to the Union of its intention to subcontract. Beginning with the thirty (30) day notice period, the School District will negotiate with the Union over the effects of such subcontracting. Employees will be provided with ninety (90) days

notice of any layoff resulting from subcontracting. The School District agrees that this collective bargaining agreement will be included in any bid specifications or requests for proposal (RFPs).

This represents a full waiver of any further obligation to bargain with Local 634 regarding any decision to subcontract bargaining unit work.

Section 7. The School District will, at its own expense, print sufficient copies of this Agreement for present and new Employees. The Union shall distribute these contracts to all employees. The Parties agree to produce an unofficial version of this collective bargaining agreement in Spanish. The cost to produce and distribute the unofficial version of the collective bargaining agreement shall be split equally by the Parties. An unofficial version of the collective bargaining agreement produced under this Section may not be used in any action whatsoever, including a grievance arbitration under this Agreement.

ARTICLE III DEFINITIONS

Section 1a. "Long term substitutes employees" are defined as employees who are employed without appointment specifically to fill the place of an appointed employee who is likely to be absent from work for a period of three (3) months or more. A long term substitute employee shall perform the duties of the position in the bargaining unit in which the long term substitute is assigned. The term of employment of a long term substitute shall not extend beyond the end of the school year in which they are employed. To be eligible for long term status a per diem employee must work for a period of sixty (60) consecutive work days without absence and must not have been the subject of any disciplinary action during the sixty (60) work day period. This Section does not apply to Noon Time Aides.

Section 1b. Long Term substitutes may be assigned to the position of Food Services Assistant, Food Services Worker I, Food Services Worker II, (Cook), Utility Worker, or Senior Food Services Worker and will be compensated at eight-five percent (85%) of the hourly rate of the position to which they are assigned. This Section does not apply to Noon Time Aides.

Section 1c. Prior to the assignment of a long term substitute to any position in a school, said position will be offered on an acting basis to qualified, permanently appointed employees in the same location consistent with Article 12.

Section 2. "Provisionally appointed employees" are defined as employees who are appointed to fill a vacancy pending examination because there is no current eligibility list in existence for the classification involved. Such employee shall receive all the status and benefits of a regularly appointed employee from the date of the provisional appointment except that he shall not be regularly appointed to the position unless he/she passes the next examination given for such classification and his/her name is reached on the eligibility list resulting from such examination. An examination shall be given within 180 days of said provisional appointment. The examination shall be open to all qualified individuals.

Section 3. "Per diem substitute employees" are defined as employees who are employed without appointment to fill the place of an appointed employee who is likely to be absent from work for a period of less than three (3) months.

Section 4. "Vacancy" shall mean an authorized position not filled by a duly appointed person. Vacancies shall be filled according to Article 12.

Section 5. "Probationary employees" are defined as newly hired employees who serve a probationary period of six (6) months starting from the first day worked. During this probationary period an employee may be transferred or terminated, without cause, at the discretion of the Superintendent and/or CEO.

For ten-month employees, July and August shall not be counted as part of the six month probation period.

Newly hired employees will be eligible for medical insurance, personal illness days, personal leave days or other leave days only after the successful completion of their probationary

period. Twelve month probationary employees will accrue vacation days from the first day of their employment but will not be permitted to use such days during the probationary period.

Days worked as a substitute employee shall be counted toward satisfying an employee's probationary period.

Section 5a. Noon Time Aide probationary employees are defined as newly hired Noon Time Aides who serve a probationary period of ninety (90) working days starting from the first day worked. During this probationary period, an employee may be transferred or terminated, without cause at the discretion of the Superintendent and/or CEO.

Regular Noon Time Aides are defined as Noon Time Aides who are hired in accordance with School District procedures to fill an authorized vacancy and have completed their probationary period.

Newly hired Noon Time Aides will be eligible for personal illness days and funeral leave days only after the successful completion of their probationary period.

Section 6. A substitute Noon-Time Aide who completes six (6) continuous months of satisfactory service in an authorized vacancy shall become a regularly appointed employee. Upon appointment, said continuous six (6) month period of employment as a substitute shall be considered to be the employee's probationary period as defined in this Agreement. A substitute Noon Time Aide who has not completed his/her six month period of continuous employment is not covered by this collective bargaining agreement.

A substitute who works in a position that is not an authorized vacancy may become eligible for appointment to an authorized vacancy that becomes available. Appointment to such authorized vacancy shall be in order of length of service at the location where the vacancy occurs. The period of continuous employment already served as substitute shall be included as part of the employee's probationary period as defined in this Agreement.

Section 7. "Chief Executive Officer" or "CEO" shall mean the CEO of the School District of Philadelphia and his/her representatives in the administration of the School District.

Section 8. "School Reform Commission" or "SRC" shall mean the five-member commission established pursuant to 24 P.S. § 6-696, as amended, which has the authority and powers previously granted to the Board of Education, in addition to those powers and authority prescribed by state and federal law.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1. Definitions

(a) A grievance shall mean a complaint by an employee in the bargaining unit that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. The term "grievance" shall not apply to any matter as to which the Board of Education and/or the CEO or SRC is without authority to act or to any matter as to which any other method of review is required by law or any rule or regulation of the Board of Education or any matter about which the Board of Education, the CEO, SRC or School District are not obligated to negotiate with the Union pursuant to law, unless the Parties have addressed it in this Agreement. The development or modification of a salary schedule or classification plan is not a grievance. As used in this Article, the term "employee" shall mean also a group of employees having the same grievance.

(b) Nothing in this Agreement shall be construed to deny the School District or any employee any of his/her rights under laws of the Commonwealth of Pennsylvania.

Section 2. Procedure for Adjusting Complaints and Grievances.

(a) The employee or Union representative shall first discuss his/her grievance, complaint or problem orally with his/her immediate supervisor, either alone or accompanied by the Union Steward, with the objective of resolving the matter informally.

(b) Step 1 - In the event the complaint is not resolved informally, the Union steward and/or employee or Union representative shall present the grievance in writing to the employee's immediate supervisor in the school within a reasonable time following the act or condition which is the basis of the grievance. The immediate supervisor shall immediately transmit the grievance to the Director of the Food Services Division/Labor Relations or his/her designee and a copy to the principal. The Director or his/her designee shall meet with the steward and/or employee or Union representative involved in an effort to resolve the grievance. The principal and the Union shall be given notice of such meeting by the Director of the Food Services Division or his/her designee and may participate in such meeting. The meeting shall be on a mutually convenient date. Within five (5) school days after the grievance meeting, the director of the Food Services Division/Labor Relations shall communicate the decision in writing to the shop steward and/or the employee and the Union representative involved.

(c) Step 2 - The Union, steward and/or grievant may appeal the decision at Step 1 to the Executive Director of Human Resources within five (5) days after receiving such decision. The appeal shall be in writing and shall be accompanied by a copy of the Step 1 decision. Within ten (10) school days after receipt of the appeal, the Labor Relations Office of the Human Resources Division shall use its good offices to adjust or resolve the grievance amicably.

If the efforts toward amicable adjustment do not resolve the grievance, then not later than twenty-two (22) school days after receipt of the appeal, the Executive Director of

Human Resources or her/his designee, shall hold a hearing on the grievance appeal. Said hearing shall take place on a mutually convenient date.

He/she may hear witnesses or employees who participated in the first step of the grievance or any other participant(s) and evidence relevant to the issue(s) involved. Within ten (10) school days after the hearing, the Executive Director shall communicate his/her decision, in writing, together with the supporting reason, to the aggrieved employee, the Union, the Director of Food Services Division and the principal of the school.

(d) Step 3 - Within twenty-five (25) days after receiving the decision of the Executive Director, the Superintendent and/or CEO or the Union may submit the matter to arbitration if the grievance involves (1) that there has been as to the employee a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) requests the enforcement of any term of this Agreement. No other grievance may be submitted to arbitration. The proceeding may be initiated by filing a notice of arbitration with the Superintendent and/or CEO, if the arbitration request is submitted by the Union, and with the Union, if the arbitration request is initiated by the Superintendent and/or CEO.

This notice of arbitration shall include a brief, written statement setting forth precisely the issue or issues to be decided by the arbitrator and the specific provision or provisions of the Agreement involved.

Within five (5) days after either the Superintendent or the Union has submitted a notice of arbitration, such matter or matters shall be submitted for final determination to an arbitrator, mutually agreed upon by the parties or, failing agreement, to an arbitrator designated by the American Arbitration Association under their rules and regulations. All expenses and salary of the arbitrator shall be borne equally by the Superintendent and the Union.

The arbitrator shall issue his/her decision, which decision shall be final and binding upon the parties, not later than thirty (30) days after the date of the closing of the hearings, or, if oral hearings have been waived, then thirty (30) days from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall have the power and authority to decide, and shall limit his/her decision strictly to, the matters specified in the first paragraph of the Step 3. The arbitrator shall be without power or authority to make any decision:

- (i) Contrary to, or inconsistent with, or which modifies or varies in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law, or
- (ii) Which limits or interferes in any way with the powers, duties and responsibilities of the Board under its By-laws, applicable law or rules and regulations having the force and effect of law.

At each of the first two steps of this grievance procedure, the Board and the Union shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Step 2 of the grievance procedure and before the

arbitrator, each of said parties shall be given the opportunity to present documentary evidence and witnesses on which it relies but shall not be permitted to present any evidence or witnesses not presented at either Step 1 or Step 2, unless such evidence or witnesses were not known to exist and could not, by reasonable diligence have been discovered prior to the hearing at Step 2.

(e) The employee and the Union shall be given at least two (2) school days notice, in writing, of the time and place of each hearing at each step.

(f) The filing or open status of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Superintendent and/or CEO to take the action complained of, subject however, to the final decision on the grievance.

(g) Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedure provided in this Article. The Union shall be informed of all meetings and may cause a representative to be present.

(h) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to lodge an appeal at the next step of this procedure.

(i) The time limits specified in this procedure may be extended in any specific instance, by mutual agreement.

(j) If a grievance arises from an action of authority higher than the immediate supervisor, the Union may present the grievance at Step 2 of this procedure without Step 1 thereof.

**ARTICLE V
JOINT CONTINUING COMMITTEE**

Section 1. The parties hereto believe that the efficiency of the Food Services Division, its service to the student population of the schools, and the welfare of the members of the bargaining unit, will be better served by periodic meetings of an Industrial Relations Committee, wherein both the employer and the employees may discuss and implement suggestions for improving the services of the Division and for eliminating any causes for employee complaints and grievances. This Committee shall consist of the Director of the Food Services Division and two other members designated by the Superintendent and three (3) members designated by the Union and shall meet regularly each month during the school academic year, on the day and at the time to be mutually determined by the members of this Committee.

Section 2. The District and Union shall design a staff training program for Noon Time Aides. The training shall take place at such time and in such places as the School District shall determine.

**ARTICLE VI
RIGHTS OF THE UNION**

Section 1. Adequate bulletin board space shall be reserved in each school Food Services area in a location to be designated by the supervisor at such school, readily accessible to all members of the bargaining unit, for the posting of Union notices and other material dealing with proper and legitimate Union business. All such notices and material shall bear the signature of a responsible Union official or shall clearly indicate that its issuer or publisher is the Union. The bulletin board space shall be identified with the name of the Union. The authorized representative of the Union shall be the sole person empowered to post these materials.

Section 2. On one (1) day's notice to the Principal and the manager of Food Services of the school, the Shop Steward or a Union Official shall have the right schedule meetings in the Food Services area of the building before or after regular duty hours of the employees involved, provided the building is then otherwise open.

Section 3. In the event there is no Shop Steward in any school, an authorized Steward from another school may be designated the authorized representative of the Union by a letter of authorization signed by the President of the Union, to carry out duties and responsibilities of Shop Stewards as listed in this Agreement, except such representative shall not be entitled to leave the premises of the school in which he/she works during his working hours.

Section 4(a). Upon proper written notice to the Executive Director of Human Resources the School District may grant leaves of absence without pay to the members of the bargaining unit for the conduct of Union business, to attend Union conferences conventions, or to serve as full-time officers or employees of the Union. To the extent permitted by law, employees granted such full-time leaves of absence shall retain all insurance and other benefits and shall continue to accrue seniority for salary increments as through they were in regular service. Upon return to service they shall be placed on the assignment which they left or a similar assignment, with all accrued benefits and increments that they would have earned had they been on regular service. Employees on such full-time leaves of absence shall be permitted to pay both their own and the School District's regular contribution to all plans requiring such contributions, provided the same shall not be contrary to law. Such leaves of absence may not exceed a period of three (3) years, and shall be renewable by request through a written application.

Such leaves shall be limited to five (5) persons at any one time, provided that no more than one employee from each location requests release for the same time period. Leave requests shall be submitted two (2) weeks prior to the requested start date. In addition, leaves will not be granted at those times of the year which require employees to open or close lunchroom operations, except for leaves granted to Union Officers on full-time release to the Union.

Section 4(b). When a grievance of an employee in a Region of a Regional Steward is of a serious, immediate and emergency nature so as to require the Regional Steward to leave his/her work location and appear at the office of the employee's supervisor, the Regional Steward may do so only with the prior approval of the Director of Labor Relations or his/her designee and notice to his/her supervisor.

A Regional Steward shall be responsible for training and coordinating the stewards in his/her Region. The Union shall designate one (1) Regional Steward per Region, and may designate one (1) alternate in the event the Regional Steward is not available.

Section 5. Employees shall be permitted to wear their Union buttons while performing work.

ARTICLE VII FAIR PRACTICES

Section 1. The School District of Philadelphia, an equal opportunity employer, will not discriminate in employment or education programs or activities, based on race, color, religion, age, national origin, ancestry, physical handicap, sex, sexual orientation, union membership, or limited English proficiency. This policy of non-discrimination extends to all other legally protected classifications. Publication of this policy in this document is in accordance with state and federal laws including Title IX of the Education Amendments of 1972 and Sections 503 and 504 of the Rehabilitation Act of 1973. Inquiries and/or Complaints should be directed to: John Byars, Equal Opportunity Compliance Officer, at (215) 875-3837 ext. 1428 or by e-mail at: jbyars@dphila.k12.pa.us; or to the Office of Labor Relations at (215) 299-7708. The Union will admit all employees covered by this Agreement into the Union without discrimination. The Union will represent all employees in the bargaining unit whether or not they are members of the Union.

**ARTICLE VIII
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

Section 1. Both parties agree faithfully to abide by the provisions of the Pennsylvania Public Employe Relations Act, Act 195 and all other provisions of federal, state and local law.

As a condition of the various provisions of this Agreement to which the parties have agreed, the Union agrees that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement and the Superintendent and/or CEO agrees that he/she will not conduct or cause to be conducted a lock-out during the term of this Agreement. Moreover, the Union agrees that during the term of this Agreement, no employe shall participate in any slow-down, sit-down, stay-in, sick-out, or other stoppage of work.

**ARTICLE IX
WAGES**

Section 1. The hourly rates for the term of this Agreement for employes covered by this Agreement shall be set forth in Schedules "A" and "B" attached hereto and made a part hereof. The hourly rates for Noon Time Aides for the term of this Agreement shall be set forth in Schedule "A" attached hereto and made a part hereof.

Cafeteria workers, excluding Noon Time Aides, shall have the opportunity to earn additional lump sum payments as part of a Financial Incentive Plan. The amount of such lump sum payments shall be calculated in accordance with the guidelines included in the document entitled *School District of Philadelphia, Division of Food Services, Financial Incentive Program for School Cafeteria Employees, Local #634, An Overview, December 1, 2003*. The lump sum payments shall be paid during the month of October of the years 2004, 2005, 2006 and 2007.

Newly hired Noon Time Aides shall be paid at the rate of 93% of the rate for their grade for the duration of their probationary period as defined in this Agreement. Upon successfully completing their probationary period, Noon Time Aides will receive an increase to the regular rate of their grade.

Section 2. In the event an employe shall be assigned for at least four (4) consecutive working days in an acting capacity to a position in a higher grade classification than his or her current grade, then such employe shall receive the hourly rate at the same level in such higher grade classification for each full day on which the work of such classification is performed from the first day of such assignment.

Section 3. The present practice of employing students as part time employes shall continue as heretofore. Such student employes shall not replace appointed regular employes.

Section 4a. All employes shall be paid bi-weekly.

Section 4b. All employes shall be required to have direct deposit of paychecks.

Section 4c. All ten (10) month employes shall be paid over ten (10) months effective with the 2004-2005 school year. Employes who work during the summer program shall be paid accordingly.

Section 5. If, after, arriving at the school, an employe who is prepared and able to work is prevented by the employer from working at his or her regular job or any other work to which he or she is assigned because of an emergency or other unpredictable event, such employe shall be paid for the regular daily number of his or her working hours for that day.

Such employe may be assigned to another location to perform duties similar to those normally performed by him or her at the discretion of the Food Services Division. The provisions of this Section 5 shall not apply to emergency closings ordered by governmental authority outside of the Board of Education and/or School District.

Section 6. Employees required to work, with the approval of the Supervisor, beyond their regularly scheduled daily hours shall be paid for such additional hours of work. Payment for such work shall be at the employees regular hourly rate for all hours up to a forty (40) hour week and at time and one-half for all hours beyond the forty (40) hour week. There shall be no pyramiding of overtime rates.

Section 7. The wage rate of any new job classification in the bargaining unit created during the life of this Agreement shall be negotiated by the parties.

Section 8a. In the event additional shifts are established in any department in the bargaining unit to begin at 3:00 P.M. or thereafter, employees working on such shifts shall receive thirty cents (30c) per hour more than is payable in their respective classification for day shift work. This Section does not apply to Noon Time Aides.

Section 8b. In the event additional shifts are established in any department in the bargaining unit beginning between the hours of 11:00 A.M. and 3:00 P.M., employees working on such shifts shall receive fifteen cents (15c) per hour more than is payable in their respective classifications for day shift work. This Section does not apply to Noon Time Aides.

Section 9. An employee required to work on the first day of his/her scheduled two (2) days off shall be paid at the rate of time and one-half for all time worked on such day. An employee required to work on the second day of his/her scheduled two (2) days off shall be paid at the rate of time and one-half for all time worked on such day. In the event an employee is required to work on both the first and second day of his/her scheduled two (2) days off, he shall be paid at the rate of double time for such time as he/she works on the second day of such scheduled day of such scheduled two (2) days off.

Section 10. During the school year, pay check stubs shall be delivered to employees at their work locations.

Section 11. When a school staffed by a Food Services Worker III reaches such a level that a Food Services Manager is to be assigned, the Food Services Worker III shall for one year receive a pay differential equivalent to the difference between the Food Services Worker III's regular salary and Step 1 of the Food Services Manager salary schedule or \$2,000, whichever is lower, and shall at the next administration receive ten (10) points added to a passing score on both a written and oral examination for the position of Food Services Manager.

Section 12. Wage Increase Contingency

As part of their 2003-2008 collective bargaining agreement, Local 634 and the School Reform Commission of the School District of Philadelphia have agreed to wage increases. The Parties recognize that a financially healthy School District of Philadelphia is imperative to the successful operation of the District. The Parties also recognize that adequate funding for raises cannot be assumed. While the School District is committed to requesting, obtaining and providing for all the raises set forth in the successor agreement, the parties recognize that the raises in years 3, 4 and 5 of the successor agreement (9/1/05 - 8/31/08) will only be paid to the extent permitted by state and local budgetary allocation, subject to the following contingencies:

1. No limitations on Local 634 pay raises will occur unless all other employees of the School District are subject to the same limitations for that school year.
2. The School District will meet with Local 634 prior to imposing any pay raise limitation in order to discuss the impact and options available to the School District and Local 634. The School District will provide Local 634 all relevant financial information with respect to the decision to impose pay raise limitations including the cause of the funding deficit or shortfall. Should the Parties disagree over the need for a pay-raise limitation, Local 634 may submit this issue to expedited binding arbitration.
3. In the event that a pay-raise limitation is imposed for the school year beginning September 1, 2005, the contractual salary schedule will be restored effective August 31, 2006, so that Local 634 will receive the full percentage increase and salary required by the Agreement as of September 1, 2006. This same procedure will be followed in the event that the District imposes pay-raise limitations for all or part of the 2006-2007 or 2007-2008 school years. Regardless of any pay-raise limitations imposed during the life of this Agreement, the Local 634 salary schedule will be restored completely, effective August 31, 2008.
4. In the event that a pay-raise limitation is imposed, Local 634 will not be required to make a payroll contribution toward health-care coverage for the duration of the pay-raise limitation.

ARTICLE X HEALTH AND WELFARE BENEFITS

Section 1 a. All of the present regulations and bulletins concerning sick leave and other leaves requiring prior approval shall remain in effect during the term of this Agreement, provided however that personal leave shall be applicable to both ten and twelve month employees covered by this Agreement, excluding Noon Time Aides.

Section 1 b. For the purpose of leaves of absence on account of death of a relative of an employee covered by this Agreement, the phrase "immediate family" in Administrative Bulletin 12 shall be deemed to include the employee's father-in-law and mother-in-law.

Section 1 c. Long-term substitutes shall not be eligible for any leave provisions granted to regularly appointed employees, nor shall they be eligible for any health insurance benefits.

Section 1 d(i). An employee returning from parental leave within one year is entitled to return to her former job upon two weeks notice, if he/she has indicated in writing at the time he/she applied for such leave his/her intention to return within one year.

During such one year period the job held by the employee on leave may be filled by a long-term substitute.

Section 1 d(ii). An employee returning from parental leave after one year but within two years from the date he/she took leave shall be entitled to return to a vacancy in his/her classification upon at least two weeks notice to the Division of Human Resources and Food Services Division. If no vacancy exists at the time of such notice of return, the employee shall be entitled to the next vacancy in his/her classification.

Application for parental leave shall be made at least two weeks prior to the date of taking such leave.

Section 1 d(iii). All of the present regulations and policies concerning payment for disability resulting from pregnancy shall remain in effect during the term of this Agreement.

Section 1 e(i). Employees, excluding Noon Time Aides, shall be granted (3) days leave each year without loss of salary for urgent personal business which cannot be conveniently scheduled on other than work days and for personal emergencies requiring immediate attention. Extension of school holidays, or beginning the summer vacation earlier or extending it later, shall not be deemed personal leave and may not be taken except in most unusual circumstances as hereinafter provided. Application for such personal leave shall be made upon a form to be furnished by the Board and/or School District.

If not more than 10% of the employees in a school request leave for a given day, or if the number requesting leave exceeds 10% but the granting of such leave will not interfere with the work program, the employee shall have the right to take the leave. In the event that the number of employees in a school requesting leave exceeds 10% and the employee's leave will interfere with the work program, the Human Resources Division shall determine whether the leave shall be denied to the employee or employees last filing such request, provided, however, that

if such employee or employees request the leave because of an emergency, the leave shall be granted.

Attendance at the commencement of relatives and friends, absence in connection with the death or funeral of distant relatives and friends, or in connection with the marriages of relatives or friends, and appearances in court in a case in which the employee is plaintiff or defendant shall be treated solely as personal leave.

The Human Resources Division shall also determine whether or not the request for personal leave which has the effect of extending the school holidays, or beginning the summer vacation earlier or extending it after, shall under most unusual circumstances be granted.

Section 1 e(ii). Employees, excluding Noon Time Aides, shall receive compensation for 100% of unused personal leave days each year within 30 days of the end of the calendar year. The present practices used in computing the amount of pay for each personal leave day shall continue as heretofore.

Section 2a(i). Medical Coverage. Effective April 1, 2004, eligible bargaining unit members shall be provided with Keystone 10 in accordance with the following conditions set out in Section 2a(ii).

During the second, third, fourth and fifth years of the contract, eligible employees will be offered the same Keystone plan or substantially similar medical plan offered to the PFT. For these purposes, "substantially similar" means substantially similar to the benefits described in the Keystone Certificate of Coverage. Overall access to services would be comparable. In the second, third, fourth and fifth years of the contract, the same medical plan benefits as received by the PFT shall include the amount of employee contribution, subject to a maximum contribution of:

- For Individual Coverage (Employee only coverage) the payroll contribution shall be 1% of the annual gross income of the employee;
- For Individual and Child Coverage (Employee plus one child) the payroll contribution shall be 1.25% of the annual gross income of the employee;
- For Individual and Children Coverage (Employee plus two or more children) the payroll contribution shall be 1.5% of the annual gross income of the employee;
- For Individual and Spouse Coverage (Employee plus Spouse) the contribution shall be 1.75% of the annual gross income of the employee; and,
- For Family Coverage (Employee, Spouse and one or more children) the contribution shall be 2% of annual income of the employee.

Section 2a(ii). Employees appointed to a position of seven (7) or more hours per day shall be eligible to receive medical benefits for themselves, their spouses and their eligible dependent children. All employees hired after April 1, 1996 who work more than five (5) hours per day and fewer than seven (7) hours per day shall be eligible to select coverage from available HMOs only for themselves and their eligible dependent children.

Section 2(a)(iii) Effective September 1, 2003, no employee who works less than five (5) hours per day may enroll for coverage. Employees who work less than five (5) hours per day, who were hired prior to September 1, 2003, and who were previously eligible for health care benefits shall be offered coverage in accordance with the above terms for themselves and their dependent children. Beginning September 1, 2004, individuals appointed to more than one position (dual appointments) of at least three (3) hours per day in each position shall receive coverage in accordance with the above terms for themselves and their eligible dependent children.

Section 2(a)(iv) The references to Plan names (*i.e.*, Keystone 10) are for ease of reference only and are intended to convey a description of major features of the benefits to be offered. It is the intent of the Parties to provide equivalent benefit programs to eligible Local 634 represented employees. Nothing herein is meant to limit the selection of plan administrators or require exact conformance with the terms of those plans as offered by the current insurer(s). Effective with the contract year beginning September 1, 2004, the School District may select any carrier to provide the health care benefits or the School District may elect to provide benefits under a non-insured, self-funded arrangement. If the School District wishes to change its current provider, Local 634 shall have the opportunity to participate fully in the development of an RFP for the selection of a provider of health care benefits or administrative services and in the selection of such provider. Participation means review of materials prior to the issuance of the RFP and responses to the RFP. Local 634 will have the opportunity to provide substantive comments to the RFP and prior to any selection. Final decision shall be made by the School District.

Section 2(a)(v) The employee may cover dependent children in accordance with Sections 105 and 152 of the Internal Revenue Code as amended. Spouse shall include your lawfully married spouse or common law spouses, as specifically provided in this Agreement. The School District will not recognize common law marriages first entered into on or after September 17, 2003. The School District will develop reasonable procedures for recognizing those common law marriages entered into before September 17, 2003 but not presented to the School District until after that date. Common law spouses who were enrolled prior to September 17, 2003 shall continue to be eligible for coverage. However, no common law spouse may be enrolled for coverage after September 17, 2003.

Section 2(a)(vi) Upon attainment of age 19, and every six months thereafter, a dependent child must provide proof satisfactory to the School District that he/she is a full-time student in good standing in an accredited college, community college, university or secondary program. Coverage for dependent children shall terminate at age 23. If a dependent is totally and permanently disabled and dependent upon the employee for support sufficient to qualify as a dependent on the tax return of the employee, then the dependent may continue to be enrolled for medical coverage so long as the employee is eligible for coverage. Original documentation sufficient to establish eligibility must be provided to the School District prior to the start date of coverage for each covered person.

Section 2(a)(vii) Domestic Partners: An employee may elect to cover Domestic Partners. Imputed income equal to the cost of coverage for the Domestic Partner shall be added to the W-2 of the employee. Original documentation sufficient to establish eligibility must be provided to the School District prior to the start date of coverage for each covered person. The School District

shall establish both a list of required documentation necessary to establish Domestic Partnership as well as policies and procedures for ensuring that these documents are maintained in a confidential fashion.

Section 2(a)(viii) Only employees who have successfully completed their six month probationary period will be eligible for the above coverages.

Section 2b. Upon employment, an employee, irrespective of sex, shall be permitted to obtain coverage under Life Insurance Plan No. 5 without medical examination; an employee in service for more than ninety days desiring to obtain such coverage at any other time must undergo a medical examination satisfactory to the insurance carrier, the cost of which he must pay. The School District shall continue to pay 100% of the premium cost of such life insurance. This Section does not apply to Noon Time Aides.

Coverage under the Life Insurance Plan No. 5 shall permit an employee to elect life insurance coverage in the amount of \$2,000 or coverage in the following amounts:

Annualized Base Salary	Amount
Under \$1,500	3,438
\$ 1,500 to \$ 2,999.00	5,000
3,000 to 3,999.99	7,500
4,000 to 4,999.99	8,750
5,000 to 5,999.99	10,000
6,000 to 6,999.99	11,250
7,000 to 7,999.99	12,500
8,000 to 8,999.99	13,750
9,000 to 9,999.99	15,000
10,000 to 10,999.99	16,250
11,000 to 11,999.99	17,500
12,000 to 12,999.99	18,750
Over 13,000	20,000

Section 2b(f). The amount of insurance provided for employees who retire and who have been participating in the life insurance program, shall be \$2,000.

Section 3. The Accident and Health Insurance coverage provided to the employees covered by this Agreement and the respective contributions to the payment of premiums therefor shall be at the rate as is paid by all the employees of the School District and the weekly benefits shall be for a maximum of fifty-two (52) weeks, under and subject to the terms of the current insurance contract with the School District, with the exception noted in Section 10 of this Article.

Section 4a. The School District will as soon as practicable, furnish to each employee a brochure explaining the coverage of all insurance plans available to them for which the School District and the employees make premium contributions and the amounts of such respective contributions. The School District will provide a supply of such brochures to the Union to make them available to members of the bargaining unit.

Section 4b. As soon as possible each employee shall be provided with an annual accounting of his sick leave.

Section 5a. The parties hereto have entered into a Trust Agreement whereby a fund was created and appropriate contracts entered into so that all employees covered by this Agreement i.e., full time, part time, long-term substitutes, Food Services Assistant, Grade I, II, III, Sr. Food Service Workers, Utility Workers and Noon Time Aides are entitled to receive benefits such as out-patient medical services specifically enumerated in contracts to be entered into from time to time between providers and the Trustees, drugs prescribed by the physicians, eye examinations, eye glasses and other services specified by the Trustees provided same are within the scope of applicable law.

Section 5a(i). During the life of this Agreement the trustees will meet to determine how the fund may be administered to afford the optimum benefits possible through a restructured package of Health and Welfare benefits. Such changes as are agreed to by the trustees shall be incorporated into this Agreement as a modification of Section 5a above.

Section 5a(ii). The parties have entered into a separate trust Agreement which has established a scholarship program for the children of employees covered by this Agreement in accordance with the specific eligibility requirements as specified by the trustees. Employees may voluntarily contribute one dollar (\$1) per month into this fund. The parties shall amend this Trust Agreement to cover contributing employees. The Union will comply with all School District administrative protocols, procedures, and requirements regarding employee deductions.

Section 5b. The School District of Philadelphia shall pay to Local 634 Health and Welfare Fund a per member yearly contributions as follows:

	Jan 2004	Sept 2004	Sept 2005	Sept 2006	Sept 2007
Food Service Workers	\$950	\$1,600	\$1,700	\$1,800	\$1,950
Noon Time Aides	\$112	\$112	\$112	\$112	\$112

The Per Employee Per Year contribution shall be paid in twenty-one equal installments on each of the full pay periods during the school year. In the event a covered employee ceases to be employed by the Board, the obligation of the Board shall be prorated for the period of employment.

The School District shall gain one additional Trustee on the Local 634 Health and Welfare Fund Board.

Section 5c. The Trustees will, as soon as practicable, furnish to each employee a brochure explaining all of the benefits they will be entitled to under the Health and Welfare plan above set forth and the procedure to be followed in order to avail themselves of such services.

Section 6. The Board shall contribute seven cents (7c) per hour to the Union's Legal Service Fund. Legal Fund payments shall be made within 30 days of September 15, December 15, March 15 and June 15 each year.

Section 7. A Joint Committee on Training, consisting of two members designated by the Union and two members selected by the Superintendent and/or CEO, shall consult with the Director of Food Services and his/her staff on a regular basis and shall aid in the establishment and maintenance of present and future training programs for new and present employees.

Section 8. In the event that an employee is absent from work due to injury resulting from a physical assault arising out of the performance of his/her duties, he/she shall be paid an amount, including payments, if any, to which he/she is entitled under the Workmen's Compensation Act equal to the compensation he/she would have received during the period of his absence for the first year of such absence. Such absence shall not be charged against his/her sick or personal leave. Medical expenses arising out of such injury will be paid by the Board. Details concerning the implementation of this policy are set forth in Administrative Bulletin 12.

Section 9. Employees covered by this collective bargaining agreement, excluding Noon Time Aides, shall have opportunity to enroll in a wage continuation program, as set forth in Art. X, Sec. 10, which would provide a uniform benefit duration with various waiting periods based on accumulated sick leave.

Section 10. The wage continuation plan shall be as follows:

Accumulated Sick Leave	Waiting Period	Percentage of Premium Paid by the School District	Benefit Duration
Less than 10 days	7	25%	52 Weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.
10 but less than 30	6	25%	
30 but less than 60	5	65%	
60 but less than 90	4	100%	
90 but less than 120	3	100%	
120 but less than 150	2	100%	
150 but less than 180	1	100%	
Over 180	0	100%	

For employees covered by wage continuation plan newly hired within the three (3) years immediately prior to each September 1 when the employee's Health and Accident Insurance category is set, the percentage of premium paid by the School District will be as follows:

Accumulated Sick Leave	Waiting Period	Percentage of Premium Paid by the School District	Benefit Duration
Less than 10 days	7	50%	52 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.
10 but less than 30	6	50%	
30 but less than 60	5	65%	

At the commencement of each school year and until the following July 1, the individual shall be placed in a category relating to his/her accumulated sick leave. The waiting period shall apply only once during each school year commencing with July 1 or September 1. The benefits shall be offset by Social Security after five (5) months of continuous disability.

Section 10a

Effective September 1, 2003, if an employee is receiving wage continuation benefit payments pursuant to the wage continuation insurance plan described in Article X, Section 10, above, then health benefits coverage shall be continued in accordance with the following:

1. If the employee has not exhausted FMLA benefits prior to the commencement of benefit payments under the wage continuation insurance program, then any remaining FMLA health care coverage shall first be applied to the period during which the employee is receiving wage continuation benefits. If employees are required to pay a contribution towards their health care, the employee on FMLA leave shall make a contribution equal to the amount of the employee contribution for the same health care coverage.

2. When the employee exhausts FMLA health care coverage, the employee is eligible for health care benefits for the remaining duration of the wage continuation insurance benefit payments. If employees are required to pay a contribution towards their health coverage, then the employee must make a contribution equal to the amount of the employee contribution for the same health care coverage for the period of coverage. If the employee receives wage continuation benefits for any amount of time longer than six months and the employee does not return to work following the termination of the wage continuation benefit, the amount of time in excess of six months during which the employee participated in the Employer Group Health Plan and received wage continuation payments shall be considered to have been an alternative to PHSA (Public Health Service Act) coverage and shall reduce the amount of time for which the employee may elect PHSA coverage.

- 3.

If the employee has exhausted FMLA benefits prior to the commencement of benefit payments under the wage continuation program, then the employee is eligible for health care coverage for the duration of the wage continuation insurance benefit payments. If employees are required to pay a contribution towards their health care coverage, then the employee must make a contribution equal to the amount of the employee contribution for the same health care coverage for the period of coverage. If the employee receives wage continuation benefits for any amount of time longer than six months and the employee does not return to work following the termination of the wage continuation benefit, the amount of time in excess of six months during which the employee participated in the Employer Group Health Plan and received wage continuation payments shall be considered to have been an alternative to PHSA (Public Health Service Act) coverage and shall reduce the amount of time for which the employee may elect PHSA coverage.

Section 11. Food Service employees and Noon Time Aides are entitled to 10 days of sick leave per year. During their first and last year of employment the number of sick leave days shall be prorated in proportion to that portion of the year the employee is employed.

Sick leave granted to Noon Time Aides shall be cumulative without limit. Upon termination a Noon Time Aide whose services were not terminated for intentional misconduct shall be entitled to receive compensation, at the rate of pay at the time of termination for 25% of unused accumulated sick leave days.

ARTICLE XI TRANSFERS

Section 1. Assignments and transfer of employees from duty to duty in the same school or to the schools are the sole prerogatives of the Superintendent and/or CEO. However, consideration will be given to requests for transfer to another school provided there is a vacancy in such school and the applicant has the proven ability through experience to fill such vacancy. In the event that several such requests are involved and the applicants have equal school seniority, school system seniority will be the next factor for the Superintendent's and/or CEO's consideration. No transfer will be considered unless there is a satisfactory replacement for the applicant in the school from which such transfer is sought.

Section 2. The re-employment rights of employees who enter the Military Service of the United States shall be enforced in accordance with state and federal law.

Section 3. A part-time employee whose regularly scheduled work day is less than 5 hours may request assignment to a position with a regular schedule of at least 5 hours per day. A sincere effort shall be made to honor all such requests. When more than one such request has been made for such assignment, they shall be honored in order of school system seniority.

Where requests for assignment to such positions are on file, they shall be honored before new employees are assigned.

ARTICLE XII SENIORITY

Section 1a. An employee shall have both school seniority and school system seniority. School system seniority of an employee in the bargaining unit shall date from the beginning of his/her continuous employment in the Food Services Division or as a Noon-Time Aide. Continuous employment shall not include periods of intermittent per diem service. School system seniority shall be broken by unemployment which may have occurred between the end of one period of substitute service and the beginning of another.

Section 1b. An employee's seniority status and employment shall terminate for any of the following reasons:

- (a) the employee resigns or retires;
- (b) the employee is discharged for cause;
- (c) the employee is laid off for twelve (12) months;
- (d) the employee does not report to work within three (3) calendar days of a recall notice sent to his/her last residence on file with the Board;
- (e) the employee is continuously absent from work for any other reason for a period of twelve (12) calendar months; or
- (f) the employee fails to report for work for five (5) consecutive days without prior notice to the immediate supervisor and without just cause.

Section 2. The list of school system seniority shall be maintained at the office of the Director of Food Services and a copy thereof forwarded to the Union semi-annually, with all current additions thereto. This list shall contain the names, addresses and seniority dates of all employees in the bargaining unit.

Section 3. The school seniority list shall be posted in each school and kept current. This list shall contain the names and seniority dates only of the employees in such school.

Section 4a. In the event that the Food Services is discontinued at a school for three (3) days or less, the number of employees that can be utilized for housekeeping duties shall be retained at the school for such duties. Employees who are not so needed will be assigned to work in other schools. An employee choosing not to work on such days shall not be paid.

Section 4b. Notice will be given at least three (3) school days before any lay-off due to the curtailment in the workforce in a school. In the event that employees are not given three (3) school days notice before lay-off, employees will be paid for those schools days, up to a maximum of three (3), which they should have received as notice.

Section 4c. Employees with the least seniority in their respective grades shall first be laid off. Recall from lay-off shall be by school seniority.

Section 4d. At least three (3) school days before being laid-off, due to the curtailment in the workforce in a school, the employee shall be informed of all vacancies in the employee's grade in other schools for the purpose of giving such employee an opportunity, to be exercised within said three (3) days, to fill such vacancy before a new appointment is made at such school. The hourly

rate of pay shall be the same as such employee was receiving at the school from which he was laid-off.

Section 4e. If, on a regular school day a Noon Time Aide is not required to work, he or she shall be given at least twenty-four hours notice that he or she is not to report for work. If he or she does not receive notice, he or she shall be paid for the regular daily number of hours for that day.

Section 5a. The School District shall post all cafeteria promotional opportunities to be filled by an examination in each school within a reasonable time prior to the dates of the examination therefore. Copies of such postings shall be simultaneously sent to the Union. The postings shall contain the approximate hours of work, the classification, rate of pay and the expected date the position will be filled.

Section 5b. Vacancies for all job classifications in the bargaining unit shall be filled by competitive examination. From such examination, lists of successful candidates shall be established as follows:

- A. Departmental - listing all of the successful candidates in rank order, who are currently employed in Food Services classifications.
- B. Interdepartmental - listing all of the successful candidates in rank order, who are currently employed in other classifications of the School District.
- C. Open Competitive - listing all of the successful competitors, in rank order, who are not currently employed by the School District.

Appointments to vacancies shall be from the, eligible lists identified above as Lists A, B and C in the following order:

First, in rank order from the departmental list of successful candidates who passed the examination and are currently employed in a Food Services classification. Should the departmental list be exhausted, and vacancies still exist, then

Second, in rank order from the list of successful candidates who passed the examination and are currently employed as a Noon Time Aide. Should the Noon Time Aide list be exhausted and vacancies still exist, then

Third, in rank order from the interdepartmental list of successful candidates who are currently employed in other departments of the School District. Should this list be exhausted and vacancies still exist, then

Fourth, in rank order from the open competitive list of successful candidates who are not currently employed by the School District.

Section 6a. The School District agrees that any bargaining unit employees on lay-off shall be recalled before any new hires are assigned to vacant positions. Thereafter, if there is no current eligibility list, all vacancies shall be filled within 180 days by provisional appointment.

Section 6b. If there is no current eligibility list and a vacancy is to be filled by provisional appointment, as above, such provisional appointment shall be offered first to a qualified long-term substitute in the same grade classification in the school in which the vacancy exists and then to the senior qualified long-term substitute in the same grade classifications in the numbered school district in which the vacancy exists.

Section 7. Probationary employees continued in service subsequent to three (3) months after the first day worked shall receive seniority credit from the date of the first day worked.

Section 8. When an opening occurs in an authorized position due to the absence of the incumbent and it is known that such absence will continue for three months or more, the long-term substitute assignment will be offered to persons on the existing eligibility list for that classification in rank order.

Section 9. An employee promoted to a higher classification within the bargaining unit shall serve a probationary period of ninety (90) work days. During such probationary period the administration may, at its discretion, remove the employee from such assignment or the employee may request a voluntary demotion to his/her previous classification. In either such case, the employee will retain his/her seniority and number of hours worked and will, if practical, be returned to his/her former work location.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Twelve month employees in the bargaining unit shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken.

Length of Uninterrupted Service to July 1	Vacation Time
Less than six (6) months	None
Six (6) months or more but less than five (5) years	Two Weeks
Five (5) years or more	Three Weeks
More than ten (10) years	Four Weeks

Section 2. Utility Workers who are employed for the months of July and August by the Food Services Division shall receive one week of paid vacation provided that such employee has no unexcused absence during such months.

Section 3a. An employee, to be eligible for holiday pay, must work the regular work day preceding the holiday and the regular work day following the holiday or be absent on such days due to illness with such absence subject to coverage by sick leave or health insurance. The employee shall receive holiday pay at his regular daily rate of pay. In order to be paid for sick leave on days before and after a holiday the employee shall be required to submit a Physician's certification for the illness.

Section 3b. For ten month employees, the school calendar shall contain no fewer than eleven paid holidays; in addition, the days (other than Christmas Day) during the Christmas break that

are granted to students as holidays and days (other than Good Friday) during the Easter break which are granted to students as holidays will be holidays for such employees.

Section 3c. Employees required to work on a holiday will be paid, in addition to holiday pay if eligible, time and a half for those hours worked on the holiday.

Section 4. In the event that the schools are closed on account of inclement weather, the employees assigned thereto shall not be required to report for duty that day. Such employees shall be paid for the regular daily number of hours for that day. This Section 5 shall not apply to emergency closings ordered by governmental authority outside the Board of Education and/or the School District.

If, on a regular school day an employee is not required to work, the employee shall be given, at least twenty-four hours notice that he or she is not to report to work. If he or she does not receive notice, he or she shall be paid for the regular daily number of hours for that day.

Section 5. Employees in school Food Services areas who are scheduled for four and one-half hours (4 1/2) or more shall be entitled to a work break for ten (10) minutes prior to lunch being served. This work break shall be scheduled at a time that is compatible with the lunch service in each school. An additional twenty (20) minutes work break shall be allowed for employees who are scheduled for five (5) hours or more during the work day. This employee work break should be scheduled after student service is completed. Employees who are scheduled for four (4) hours or less are entitled to a free lunch before or after their regular working hours. Employees are not authorized to trade-off break time for early departure.

Section 6. An annual uniform allowance will be provided to all Food Services employees (except Utility Workers) who shall be responsible for purchasing uniforms that meet the criteria established by the Food Services Division:

• 2003-2004 School Year:	\$60
• 2004-2005 School Year:	\$70
• 2005-2006 School Year:	\$80
• 2006-2007 School Year:	\$90
• 2007-2008 School Year:	\$100

The Food Services Division shall continue to supply uniforms to Food Services Utility Workers. In addition, such employees shall be provided an allowance of \$45.00 per annum, and shall be responsible for purchasing suitable footwear.

Probationary employees, including Food Services Utility Workers, shall not receive a uniform allowance or uniforms until completion of the probationary period.

In the event the School District issues uniforms to Noon Time Aides (smocks or vests), Noon Time Aides will be provided an annual uniform allowance of \$15 per year starting in the year such uniforms are provided.

Section 7. Employees in the bargaining unit are to receive all informational material prepared for distribution to all School District employees.

Section 8a. At full service school cafeterias, one day may be scheduled prior to the first day of Food Services for pupils and a day following the last day of Food Services for pupils on which the number of employees regularly assigned to such cafeterias who are needed for such work shall be given an opportunity to work, to perform cleaning, maintenance and other such duties as are necessary for the purpose of opening and closing such cafeterias.

Section 8b. Where faculty Food Services is scheduled prior to the start of student Food Services and after student Food Services, arrangements will be made to distribute the work on an equitable basis among the employees within each job classification in each such full service cafeteria.

Section 9. The School District shall maintain descriptions of all current job classifications covered by the bargaining unit.

The wage rates for any new job classifications shall be established in accordance with Article IX, Section 7 of this Agreement.

Section 10. The Director of Food Services Division and the Executive Director of Career Education will consult with a committee designated by the Union with respect to the establishment and conduct of experimental or regular training programs for pupils which utilize the facilities of the Food Services Division.

Students in such programs will not displace any employees of the Food Services Division.

The Union agrees that its members will cooperate with such programs and that regular Food Services employees will assist students, when requested, in their learning activities.

The manager of each work location to be visited by students shall be notified of the schedule of such visits so that the steward in the location may be notified in advance.

The Union further agrees that, upon request, it will participate in and assist in student career days, career fairs and other similar activities where careers in Food Services are among those careers being considered.

Reports of such programs will be made available to and discussed with the Union.

Section 11. Employees in the bargaining unit shall not be responsible for making trips to banks in order to deposit money.

Section 12. School Cafeteria Employees, Local No. 634, and the School District have a shared concern about the health of Philadelphia's children and a shared commitment to work jointly and individually to advance the Children's Health Initiative.

Toward that end the parties agree that:

1. Local 634 and the School District's Division of Health Services will develop an educational program to be presented at one (1) Union general membership meeting per year and aimed primarily at preschool and school age children. The Union will publicize and encourage attendance of its members at this meeting.

2. Local 634 and the School District's Division of Food Services will jointly develop a program to address the issue of good nutrition for children and their parents in the school community. Local 634 members agree to voluntarily make presentations in classrooms, faculty staff meetings and Home and School Association meetings.

Section 13. Where practical, accessible space will be provided in each school where Noon Time Aides may store their personal belongings.

Section 14. In the event a Noon Time Aide is not scheduled to work a continuous shift, there shall be no more than one unpaid interruption in that shift.

Section 15. The regular daily schedule for a Noon Time Aide shall be no less than three (3) hours per day.

Section 16. The District agrees to meet with the Union at reasonable times to discuss potential immigration/work status issues.

ARTICLE XIV DISCIPLINE

Section 1. Any employee who violates any substantive provision of this Agreement may be suspended without pay immediately.

Section 2. When an employee has received an unfavorable anecdotal record which does not result in a suspension, the employee may, upon application after eighteen (18) months two years, have such anecdotal record destroyed if the employee has received no other unfavorable anecdotal record during such eighteen (18) month period.

Section 3. An employee with disciplinary documentation currently on file or employee with pending disciplinary action will not be permitted to serve in a higher classification.

Section 4. Employees will be disciplined or discharged for cause only. Except for acts of serious misconduct, discipline shall be progressive in nature and consist of verbal warnings, written warnings, suspensions and termination. Any disciplinary action shall be implemented within a reasonable time after the event giving rise to the disciplinary action or knowledge thereof.

Section 5. Employees shall be required to sign and date all disciplinary notices upon receipt. An employee's signature shall not constitute an admission of guilt. A copy of each disciplinary notice shall be given to the employee after they have signed it and either a copy shall be given to the steward for that school or a copy shall be promptly faxed to the Union office.

Section 6. In the event a principal or other administrator desires to discuss with any employee matters which shall be used adversely on his/her record to affect his/her status as an employee, the employee and the Union shall be notified. Such notice shall include the subject matter of the conference. The Union shall provide representation at such discussion within twenty-four (24) hours of such notice or such later time as the discussion is scheduled by the principal or other administrator.

ARTICLE XV ABSENCE PROCEDURES

Section 1. An employee who, through his/her own fault, fails to submit a properly documented absence card within the pay period of the absence, shall not be paid for the absence.

Section 2. After an employee has been absent at the rate of ten (10) days in a ten (10) month period or less, he/she shall be required to submit a Physician's Certification for each occasion of illness thereafter.

ARTICLE XVI SAVINGS CLAUSE

Section 1. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in effect.

ARTICLE XVII SUMMER WORK

Section 1. All conditions and terms of this Agreement except

Article X, Section 3

Article XI

Article XII, Section 4a and 4d

shall be applicable to summer employment of regular ten (10) month employees by the Food Services Division.

This contract shall cover summer employment in the food service program. Summer job openings shall be posted in all schools.

Section 2. Regular ten (10) month employees working during the summer shall be paid according to the wage schedules "A" and "B" of this Agreement unless there is mutual agreement by the Board and/or the School District and the Union to change the rates.

Section 3. Regular ten (10) month employees shall have the opportunity for summer employment in order of seniority at the location where they are regularly assigned. If additional employees are needed at the location, they shall be chosen in the order of system wide seniority.

ARTICLE XVIII SCOPE OF AGREEMENT

It is expressly understood and agreed by and between the parties hereto that this Agreement sets forth all the promises, agreements, conditions, and understandings between the parties, and that there are no other promises, agreements, conditions, or understandings, either oral or written, between them other than set forth herein.

ARTICLE XIX POLITICAL ACTION

Section 1. The School District agrees to honor political contribution deduction authorizations from its employees, on a form submitted to the School District signed by the employees. The Union will comply with all School District administrative protocols, procedures and requirements regarding employee deductions.

Section 2. The political contributions deducted shall be made each pay period during which an employee who has performed compensated services has in effect made a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the Hotel Employees and Restaurant Employees Local 634 Political Action Fund accompanied by a form stating the name and social security number of each employee for whom a deduction has been made, and the amount of the deduction.

ARTICLE XX DURATION OF AGREEMENT

Section 1. This Agreement shall be in effect from September 1, 2003 through August 31, 2008. Either party may give twenty days written notice of its intention to open negotiations for a new Agreement in accordance with the procedure and time schedule as outlined by applicable law.

WAGE SCHEDULE A

TITLE	HOURLY RATE				
	05/01/2004	05/01/2005	05/01/2006	05/01/2007	05/01/2008
Food Services Worker I	9.40	9.40	9.69	9.98	10.28
Food Services Worker II	9.84	9.84	10.13	10.44	10.75
Food Services Worker III	11.69	11.69	12.04	12.40	12.77
Food Services Utility Worker	11.02	11.02	11.35	11.69	12.04
Senior Food Services Worker	10.19	10.19	10.49	10.81	11.13
Food Services Assistant	8.46	8.46	8.71	8.97	9.24
Noon Time Aide	8.35	8.35	8.70	8.96	9.24

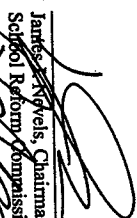
NOTE: Newly hired employees shall be paid at the rate of 93% of the rate of their grade for the duration of their probationary period as defined in this Agreement. Upon successfully completing their probationary period, they will receive an increase to the regular rate of their grade.


WAGE SCHEDULE B
FOOD SERVICES CLERKS

Pay Progression	05/01/2004	05/01/2005	05/01/2006	05/01/2007	05/01/2008
1	16,197	16,197	16,683	17,183	17,699
2	16,836	16,836	17,341	17,862	18,398
3	20,057	20,057	20,659	21,279	21,917
4	21,210	21,210	21,846	22,501	23,176
5	22,260	22,260	22,928	23,616	24,324
6	27,948	27,948	28,786	29,650	30,540

SIGNATURES


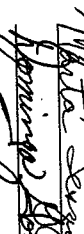
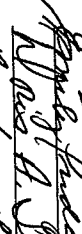
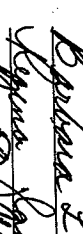
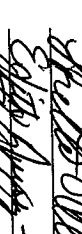

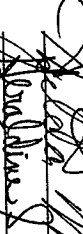
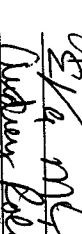

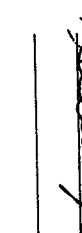





For the School District of Philadelphia


James K. Owens, Chairman
School Reform Commission


Paul G. Vallas, Chief Executive Officer
School District of Philadelphia

For Local 634, H.E.R.E.


Sam Cook, Trustee


Paula S. Sweeney

Anthony J. Long

Anthony J. Long

Alvin A. Jones

Barbara J. Smith

Eugene Brown

Willie Miller

Eddie Brown

Willie Miller

Willie Miller

Willie Miller

Willie Miller

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